

DATE: 11/17/2009

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00096084

Solicitation #B2009000275

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

VENDOR:

BUYER: D. Nelson

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 12/22/2009 AND PUBLICLY OPENED UPON COMPLETION OF ADMINISTRATIVE TASKS.

LATE BIDS WILL NOT BE ACCEPTED

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES DISQUALIFY BID.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. THIS BID PACKAGE MUST BE RETURNED IN ITS ENTIRETY.

Questions on this bid are to be faxed to (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH will accept one bid only from each vendor. Items bid must meet or exceed specifications.

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection.

If the bid exceeds \$20,000.00 and the bidder is an agency, corporation, partnership, or other legal entity, the president, vice-president, secretary/treasurer, or an authorized agent, shall sign the proposal, and satisfactory evidence of the authority of the person signing for the agency, corporation, partnership, or other legal entity shall be attached to the proposal.

AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA-R.S.38:2251-2261"

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

Visit our website at WWW.JEFFPARISH.NET/BIDS

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

JEFFERSON PARISH requires a firm price. Quoted price will remain firm until _____

PRICES: Jefferson Parish is exempt from paying sales tax under LSA-RS 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. If a contractor is to act as Purchasing Agent for tax-exempt purposes, the Parish shall specifically state so within this bid specification. All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

RESPONSE TO INVITATION: If your company is unable to bid on this request, please state your reason on bid form, and return to this office before bid opening date. Failure to do so may result in the removal of your company from Jefferson Parish's vendors list.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 105529 or 105530 dated 5/17/06. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053.

POSTING OF BIDS: Non-Advertised bids will be posted on bulletin board in Suite 4400, Jefferson Parish General Government Building, Gretna, LA, for a period of Five (5) working days after opening date.

Advertised bids will be tabulated and a copy forwarded to each responsive bidder.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE
CORRESPONDING INSTRUCTIONS BELOW.

2,4,5,6,7,8,9,10,12,13,14

1. All bidders are invited to attend the pre-bid conference. Failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. This conference is held to allow questions to be answered and inspect the site with owner's representative, etc. Failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification (with no additional cost to the owner).
2. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project.
3. A Louisiana state contractor's license may be required in accordance with LSA-R.S. 37:2150 et seq.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

4. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
5. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
6. All awards in excess of \$5,000.00 for the construction, alteration, or repair of any public works will be reduced to a formal contract which shall be recorded at the contractor's expense. A price list of recordation costs may be obtained from the Clerk of Court and Ex-officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 reduced to formal contract will require a performance bond.
7. A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. Performance bond shall be supplied at the signing of the contract.
8. Please indicate if you have insurance: YES _____ NO _____
Successful bidder will be required to furnish proof of insurance to this office.
Successful bidder will be required to furnish Federal I.D. Number.
9. Minimum insurance requirements for this bid are as indicated on the attached sheet.
10. Each bid must be accompanied by a cashier's check, certified check, money order, or surety bid bond in the amount of 5% of the bid.
11. Affidavit required to be submitted with bids on all solicitations for construction, alteration or demolition of public building or project. (LSA-R.S. 38:2224)
12. This is a requirements contract to be provided on an as needed basis.
13. All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO _____

MAXIMUM ESCALATION PERCENTAGE REQUESTED _____%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF _____.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

14. In the event that the successful bidder cannot furnish a specific item or material and labor in the required time, JEFFERSON PARISH may purchase on an emergency basis from the next lowest bidder, or available source, until such time as the successful bidder has notified the PARISH in writing that his stock or labor capability has been replenished. The difference in price will be charged against the successful bidder of this contract, and evidence of purchases and price will be provided.
15. Vendor will be required to submit to the chief buyer of the JEFFERSON PARISH Purchasing Department a quarterly usage report by item of all items listed on this proposal.
16. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be disqualified if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES _____

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK _____

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

***** ALL BIDDERS MUST COMPLETE SECTION BELOW *****

FIRM NAME: _____

SIGNATURE: _____

(Must be signed here)

TITLE: _____

PRINT OR TYPE NAME: _____

ADDRESS: _____

CITY, STATE: _____

ZIP: _____

TELEPHONE: _____

FAX: _____

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EMAIL ADDRESS: _____

TOTAL PRICE OF ALL BID ITEMS: \$ _____

THIS BID MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY/FIRM FOR BID TO BE VALID. BID PACKAGE, INCLUDING INSTRUCTIONS AND SPECIFICATIONS, MUST BE RETURNED IN ITS ENTIRETY FOR BID TO BE VALID. SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the bid number and bid opening date indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00096084

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	36	MO	<p>THREE (3) YEAR CONTRACT FOR FULL MAINTENANCE SERVICE AND REPAIRS OF HYDRAULIC PASSENGER ELEVATORS FOR JEFFERSON PARISH LIBRARY DEPARTMENT</p> <p>0010 Provide separate monthly pricing for labor, materials, and equipment for full maintenance service and repairs for three (3) Dover hydraulic passenger elevators located at Eastbank Regional Library, 4747 West Napoleon Avenue, Metairie, La. 70001.</p> <p>This price will also include the emergency elevator communications monitoring for the three (3) elevators located within the Eastbank Regional Library.</p> <p>IF A SITE VISIT IS NEEDED PLEASE CONTACT ROY BURST, LIBRARY PROPERTY MANAGER AT (504) 838-1119; BETWEEN THE HOURS OF 7:30 A.M. AND 2:30 P.M. MONDAY THROUGH FRIDAY OR AT (504) 838-1100; BETWEEN THE HOURS OF 8:30 A.M. AND 4:30 P.M.; MONDAY THROUGH FRIDAY.</p>		
2	36	MO	<p>0020 Provide separate monthly pricing for labor, materials, and equipment for full maintenance service and repairs for two (2) American Crescent hydraulic passenger elevators located at the Riverside Building; 6640 Riverside Drive, Metairie, Louisiana, 70003.</p> <p>This price will also include the emergency elevator communications monitoring for the two (2) elevators located within the Riverside Building.</p> <p>***** SEE ATTACHED SPECIFICATIONS *****</p>		

Elevator Contract for Eastbank Regional Library and the Riverside Building

Provide a three (3) year contract for labor, materials, and equipment for full maintenance service and repairs for three (3) hydraulic passenger elevators – Dover Elevator Corp. [Continental 45 (Serial # 089EFI1542); Seville 35 (Serial #089EFI1543) and Model Continental 45 (Serial #089EFI1544)] located at Eastbank Regional Library, 4747 West Napoleon Avenue, Metairie, Louisiana 70001 and two (2) American Crescent Hydraulic Passenger Elevators located at the Riverside Building, 6640 Riverside Drive, Metairie, Louisiana 70003.

This contract will also include in the price the cost to provide emergency elevator communications monitoring for the three (3) elevators at Eastbank Regional Library and the two (2) elevators at the Riverside Building.

This contract shall be for a period of three (3) years

Section 1.0 Pre-Bid Inspection

Bidders must visit the installations to be covered on the proposed agreement, for the purpose of fully informing themselves prior to the submission of bids, of the general working conditions, number of floors served, type of power units, working conditions, available service manuals, drawings, etc., which might affect the cost and performance of maintenance and repair work. Failure to visit the facility may be cause for rejecting your bid.

Bidders are required to submit a list and costs of repairs, and adjustments necessary to place the equipment in first class operating condition. This list must be submitted with your bid, or your bid will be disqualified. If additional repairs, replacements and adjustments are not necessary, the bid must state – **No additional costs for repairs, replacement, and adjustments are necessary – No additional start-up costs to Owner.**

The person to contact concerning this bid is Roy Burst, Library Property Manager. He can be reached at (504) 838-1119; between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday or call (504) 838-1100; between the hours of 8:30 a.m. and 4:30 p.m.

Section 2.0 Scope

We extend this proposal to provide all labor, materials, and equipment necessary to provide a three (3) year contract for full maintenance, services and repairs for three (3) Dover Elevator Corp. hydraulic passenger elevators located at Eastbank Regional Library, 4747 West Napoleon Avenue, Metairie, Louisiana 70001 and two (2) American Crescent hydraulic passenger elevators located at 6640 Riverside Drive, Metairie, Louisiana 70003.

Also included in this contract the bidder will provide emergency elevator communications monitoring for the three (3) elevators located within the Eastbank Regional Library and the two (2) elevators located within the Riverside Building. This service will include trained employees to receive incoming emergency telephone calls and forward same to a Library appointed authority(ies).

Appointed authorities in order of call-contact notification:

1. Successful Bidder
2. Library Receptionist
(504) 838-1100
3. Tom Barbier
Office: (504) 838-1100 EXT 307
Pager: (504) 268-9833
4. Bobby Bonvillian
Office: (504) 838-1100 EXT 355
Pager: (504)480-8992

This service will start at the contract start date.

Section 3.0 Bid Specification

The responsibility of the contractor is to maintain the specified elevators in good repair in accordance with the provisions of the American National Standards Institute (ANSI) as set forth in Standard A17.1 manufacturers (Continental, Seville, and American Crescent) recommendations, and specifications, with the practice of first class repair and preventive maintenance procedures performed on a regular routine schedule, and to minimize wear and tear on the equipment, all with the primary intent to prevent elevator down time.

Section 3.1 Hours of Work

All maintenance and scheduled repairs are to be performed during regular work hours 7:00 a.m. and 3:30 p.m. (Monday through Friday) except holidays, unless other specific arrangements are made with, and agreed upon by the Library Department.

Section 3.2 Service Calls

Requests for service will normally be transmitted to the Contractor from the Property Manager, the Assistant Property Manager, or a designated Library representative. The Contractor must provide a 24-hour phone number whereby technicians and/or responsible personnel from the Bidder/Contractor can be notified. Automated telephone answering or recording devices are not acceptable.

Bidder/Contractor will provide a detailed list of service personnel/technicians specifically assigned to and trained for servicing the equipment at the Eastbank Regional Library and the Riverside Building, particularly elevators manufactured by Dover Elevator Corp., and American Crescent.

Normal response time shall be no more than two (2) hours. However in the event that someone is trapped in the elevator response time shall be no longer than twenty (20) minutes and in no case longer than thirty (30) minutes.

In addition to the contact person, include the name and contact number within the Companys management structure. This additional number is not to be used unless there is a failure to respond to the emergency call, or if respondent has not arrived at the troubled location, within a reasonable time.

Contractor/Bidder will also provide in this Contract, an Emergency Elevator Communications Service, for the three (3) year period of the contract/bid. In the event of an emergency, or perceived emergency, an Emergency elevator Communications Service will be contacted through the telephone inside of the elevator cabs. Communications will be a twenty-four (24) hour, 365 days per year agreement. This Telephone communications Service/Contract will immediately dispatch an elevator technician to free occupants in an elevator entrapment or other emergency related to the safety of the elevator occupants. A list of Library employees to be contacted in an emergency will be provided. The Communications Service agrees to contact at least one of the designated persons on this list for each emergency entrapment.

Section 3.3 Nuisance Calls

A nuisance call shall be defined as a call where the elevator shutdown was caused by a known or unknown source, and is outside the scope of the contract, but the call is answered by the elevator personnel not knowing the cause. If time at the building is one (1) hour or less (to be documented by a person at the building), the cost is to be absorbed by the contractor. Any fraudulent documentation shall cause for cancellation of contract.

Section 3.4 Special Instructions

All workmanship shall be in accordance with the National Electric Code, the Safety Code for Elevators, the National Fire and Protection Association Code, State, and Local Codes.

The contractor shall maintain an adequate number of trained personnel in the metropolitan area of Jefferson at all times to perform the major repair work, as well as routine maintenance work. These trained personnel shall be directly employed and supervised by the contractor.

The contractor must maintain a sufficient supply of emergency parts for repairs for these elevators in their maintenance warehouse. These supplies and parts must be available for immediate delivery and installation at all times. The Jefferson Parish Library Department reserves the right to make periodic on-site checks of the contractors maintenance warehouse in order to determine that a sufficient supply of emergency parts is actually stored there.

All parts furnished and installed by the Contractor shall be genuine replacement parts, made specifically for the elevators specified in this bid, unless substitution is approved by the Jefferson Parish Library Department. The burden of proof shall be on the Contractor to furnish documentation that the parts are equal or better. In all cases, the burden of proof that the proposed products/parts offered for substitution are equal or superior and unless the proof is satisfactory to the Jefferson Parish Library Department, the substitution will not be approved.

All materials and/or supplies delivered by the Contractor for the Department shall be subject to inspection testing by Department personnel or representatives and/or independent testing in laboratory as may be designated by the Purchasing Agent or Department representative. If the results of one or more such test indicate that any part or parts, the materials or supplies are

deficient in any respect, the Department within its absolute discretion may reject all or any part of material and supplies to be provided under this contract.

The following tests and parts lists are subject to verification by the Jefferson Parish Library Department, or their designated representative. If parts are not available in type and number on each unit of vertical transportation covered by these specifications, the contractor must document that these parts are on order and when they will be placed on the job and in the warehouse.

The maintenance contractor shall have upon request the following:

1. Complete up-to-date wiring diagrams.
2. Complete parts leaflets.
3. Engineering data for all load reactions and safety devices.
4. List of both the parts and part numbers of stock listed under maintenance replacement parts that are stocked in the contractors warehouse ready for immediate delivery within twenty-four (24) hours.

The Jefferson Parish Library Department reserves the right to bring in an outside consultant to inspect the elevators listed in these specifications, at anytime throughout the duration of the specified contract period, to determine the quality of service being performed as required within the terms of these specifications.

The contractor shall maintain a sufficient supply of the emergency parts in his/her warehouse for repair of each elevator. These parts shall be available for immediate delivery and installation. This inventory shall include, as minimum, the following for each size and typed housed. Materials and/or parts to used are to be genuine original manufacturers renewal parts, or equal to those furnished with the original installation. The contractor shall maintain an up-to-date inventory of spare parts by part number. The inventory for each elevator covered in these specifications must be housed locally. The following must be available for immediate delivery:

1. Coils; minimum of one (1) each for each type of relay contactor used.
2. Contacts; minimum of three (3) for each type used.
3. Conductors; supply for each type used.
4. Motor brushes; minimum of one (1) set for each type used.
5. Supply of lubricants for each requirement.
6. Supply of fuses.
7. Interlock rollers and contacts; minimum of two (2) each type.
8. Car and hoist way door hanger rollers; minimum of two (2) each type.
9. Car and hoist way gibs; minimum of one (1) set each type.
10. Car and hoist way door closer parts (springs and spirators, etc.)
11. Door operator belts, chains, and brushes, minimum of one (1) set each type.
12. Door operator drive block, clutch rollers, and fingers; minimum of one (1) each type.
13. Photo electric tube, minimum of one (1) each type.
14. Landing switch equipment of magnetic inductor, minimum of one (1) each type.
15. Solid state timers and printed circuit regulator boards; minimum of one (1) each type.
16. Saf-T-Edge pivot arm assembly and switch, minimum of one (1) each type.
17. Signal fixture lamps; minimum of five (5) each type.
18. Selector cams and contact assemble; minimum of one (1) each type.
19. Brake contact; minimum of one (1) each type.

20. Normal renewal parts peculiar to equipment covered by these specifications.
21. Supply of selector tapes to handle high rise.
22. Roller guides and gibs for car and counterweight.
23. Power supplies and pre-amplified for electronic proximity device.
24. Car and hoist way door shields.
25. Car door electric eye photo cell replacement units.
26. Complete car door safety edge (mechanical).
27. Transformers and rectifiers for all controller power supplies.
28. Door operator motors for each type.
29. Door operator gear reduction units for each type used.
30. Controller and selector coils for each type used.
31. Component parts, including contacts, for each type of switch used.
32. Car and hall buttons, including electronic, with contacts for each type used.
33. Solid state components and solid state card of type specified by manufacturer.
34. Hatch switch cam supports to handle high rise. Replacement relay for each type used.
35. Selector drive motor.
36. Machine brake shoes and lining assembly; minimum of one (1) set for each type.
37. Replacement relay for each type used.
38. Hydraulic jack packing, or seals, gasket, wiper ring, minimum of one (1) for each type.
39. Dash pot and thermal overloads; minimum of one (1) each type.
40. Hydraulic valves, pistons, springs, gasket/O ring kit, solenoid needle, solenoid coil.
41. Bearings for each type.
42. Hydraulic valve parts, gaskets, O rings and hoses; minimum of one (1) for each type used. Valve includes relief, pilot, lowering, up and check valve, or any of the parts thereof.
43. Hydraulic fluid (110 gallons) as per original manufacturers lubrications specifications.

The following replacement parts are to be available and ready for delivery to the building within twenty-four (24) hours:

1. Rotating elements for each type and size used.
2. Stator and field coils for each type used.
3. Brake coils for each type and size used.

Where any of the parts listed are not required, these may be deleted. The contractor hereby agrees to allow Jefferson Parish Library Department, or their authorized representative, to visit the contractors parts storage facilities before the effective date of this contract in order to determine that the inventory is completed and in compliance with the terms set forth in these specifications.

Section 3.5 Diagnostic Tools

Thyssen Dover Diagnostic Tool

Elevator contractor will be required to purchase Thyssen-Dover Elevator DMC diagnostic tool or approved other to troubleshoot and maintain the elevators located at the Eastbank Regional Library. This Thyssen-Dover diagnostic tool is necessary to successfully maintain the elevator

equipment. Thyseen-Dover DMC tool will be required to be at the job site at ALL TIMES in the owners possession.

Elevator contractor will be required to have the following replacement parts at the job site at all times:

1. Thyseen – Dover CLC card.
2. Thyseen – Dover selector card.
3. Thyseen – Dover door board.

American Crescent Diagnostic Tool

Elevator contractor will be required to purchase American Crescent diagnostic tool or approved other to troubleshoot and maintain the elevators at the Riverside Building. This tool is necessary to successfully maintain elevator equipment. The tool will be required to be at the job site at ALL TIMES in the owners possession.

Elevator contractor will be required to have the following replacement parts at the job site at all times:

1. American Crescent CLC card.
2. American Crescent selector card.
3. American Crescent door board.

These replacement parts will be kept in the owners possession at all times. At no time will they be permitted to leave the job site. Failure to abide to this provision will result in the immediate termination of the contract by the owner.

Elevator contractor will be required to demonstrate to owner that they are capable in handling and knowledgeable in the troubleshooting diagnostic tools. Failure to do so will result in immediate termination of the contract by owner.

All lubricants, cleaning materials, paint, cotton waste, hydraulic fluid, etc. shall be furnished by the contractor. All lubricants shall be of the proper type or grade for the use intended. The use of dirty, contaminated, or deteriorated lubricants is prohibited. Waste lubricants shall be disposed of by the contractor within the work day. The contractor will store all lubricants, fluids, etc. in approved containers and in a manner and place as designated by a representative of the parish and selected by the Jefferson Parish Library Department, and the Parish Safety Department. No open containers will be allowed to be stored on the premises, and the contractor shall supply all waste containers for daily use, if required.

Section 3.6 Specific Duties of Contractor

All workmanship shall be in accordance with the National Electric Code, the Safety Code for Elevators, the National Fire and Protection Association Code, State, and Local Codes.

Each visit to the site must be documented and signed by the building representative.

The contractor shall visit the representative of the Library upon each arrival and investigate and correct any complaints or requests within the scope of this contract. The contractor shall leave a copy of the service ticket with the Library representative.

The contractor shall clean, adjust, and lubricate the elevator and its equipment as specified below.

1. The contractor must maintain the efficiency and speed as designed by the manufacturer (Continental, Seville, and American Crescent) of the equipment at all times; including the following:
 - a. Acceleration
 - b. Retardation
 - c. Contract speed in feet per minute – with or without full load.
 - d. Floor to floor time.
 - e. Door opening and closing time.
 - f. Keeping dispatching system adjusted for maximum operation.
2. The contractor shall regularly and systematically examine, adjust, and lubricated the following equipment as required, if conditions warrant: power unit and controllers including motor windings, bearing, rotating elements, sheaves, contacts, coils, resistance for any motor circuits, magnetic frames, leveling valves, packing seals, wiper rings, gaskets, O rings, leveling devices and cams, all relays, resistors, condensers, transformers, leads, timing devices, rectifiers, complete automatic power door operation, motors, cams, switches, contacts, resistors, sheaves, shafts, v-belts, drive arms, auxiliary door closing devices, hoist-way switches, all indicating and/or signal lamps and sockets, all solid state components, dashpots, computer devices, selectors, selector tapes, traveling cables, valve coils, body adjusting stems and/or screws, all internal valve parts, and other mechanical or electrical parts. The contractor shall supply, repair, or replace all parts of every description made necessary by wear and tear. All replacements shall be made with original manufacturers parts or equal.
3. The contractor shall keep the guide rails clean and properly lubricated. Except when roller type guides are involved, no rail lubrication shall be used. The contractor shall regularly brush lint and dirt from guide rails, overhead sheaves and beams, car tops, bottom of platforms and remove dirt, oil residue, and accumulated rubbish from pits and machine floors.
4. The contractor shall lubricate all sheave bearings, and will use hydraulic fluid and lubricants which are especially prepared and compounded to meet the original manufacturers (Continental, Seville, and American Crescent) specifications, or equal.
5. The contractor shall renew conductor and traveling cable as often as it is deemed necessary.
6. Inspections, Test, and Reports:

The contractor shall make all required safety test, including yearly hydraulic inspections and tests of pressure relief valves. The tests are to be in accordance with the procedures stated in the latest edition of the ANSI code books, Section A17.1. any repair work required after the tests and resulting from the tests, shall be the responsibility of the contractor except blowing the hydraulic shaft casing.

All test results shall be reported in writing to the Property Manager of the Library Manager within sixty (60) days of the completion of the test.

7. When necessary, the contractor shall renew the guide shoes or rollers, as required, to ensure smooth and quit operation.
8. The contractor shall paint all elevator equipment floors as deemed necessary by Jefferson Parish Library Department (owner), within the first ninety (90) days of the contract. The contractor shall maintain these areas in a workmanlike manner for the duration of this agreement.
9. The contractor shall keep the exterior of the machinery and other parts properly painted and presentable at all times.
10. When necessary, the contractor shall periodically check the motor windings and controller coils and treat with proper insulating compound to prevent failure.
11. All control cabinet doors shall be kept closed when not in use for service.
12. Group Supervisor system – The contractor shall check the group dispatching systems and make necessary tests and adjustments to ensure that all circuits and time settings are properly adjusted, and that the systems perform as designed and installed by the original manufacturer...

Section 3.7 Minimum Required Periodic Service

Bi-Weekly (minimum time per elevator thirty (30) minutes)

- A. Ride each car.
- B. Check operation, leveling, door operation, etc.
- C. Correct problems found.
- D. Remove dust and dirt from door guide channels.
- E. Remove dust and dirt from interior and exterior door floor tracks.
- F. Replace lamps as needed.
- G. Push alarm button – test operation.
- H. Check operation of exhaust fan.
- I. Check operation of emergency light.
- J. Examine machine room equipment – check oil level.
- K. Observe operation of controls, selectors, machines, brakes, motors, MG sets: clean and adjust as needed.
- L. Check lubrication of machines.
- M. Clean and sweep elevator equipment rooms.

Monthly

- A. Check lubrications of door operators.
- B. Check lubrication of selectors.

- C. Clean pit – pit must be free of all trash and debris, water, and oil.
- D. Maintain oil in tank at proper levels (check oil sump heaters).
- E. Check contacts of controller.
- F. Check jack assembly for leakage, etc.
- G. Check photocell, safety edge and retraction of car.
- H. Check guides and guide shores for lubrication, wear, and condition fill oilers as required.

Quarterly

- A. Check waiting times on corridor calls.
- B. Test and record rectifier voltages of control supply.
- C. Check car doors, door operator adjustments, and hoistway doors at upper and lower levels (departure and arrive ramps).
- D. Check all traveling cables – lubricate, clean, and adjust as required.
- E. Lubricate selector tapes – clean as needed.
- F. Check main line fuses for heating.
- G. Check for excessive leaks around pump and valves.
- H. Check alarm bell system.

Semi-Annual

- A. Clean controllers with blower, check alignment of switches, lubricate hinge pins.
- B. Check all resistance tubes and grids.
- C. Clean and examine saf-t-edge, door guides, and fastenings.

Annually

- A. Lubricate car fan or blower.
- B. Motor bearing – see motor manufacturers instructions.
- C. Clean fuse and holders – check all electrical connections and retighten as necessary.
- D. Check junction box cable and traveling cable for wear and insulation.
- E. Clean, oil, and adjust all hoist-way doors.

The contractor is required to conduct all safety test required, as per American National Standards Institute (ANSI) as set forth in standard A17.1, on elevators covered under this proposal, in order to place them into a condition which at least meets or exceeds the minimum safety requirements. It will be incumbent upon the contractor to submit a report to the Library Property Manager stating the results of these test and to make the necessary repairs to place this equipment into a condition that at least meets or exceed the current safety requirements as proposed by ANSI and those of the State of Louisiana and the Parish of Jefferson. These tests must be conducted within the first month on the contract period and every twelfth(12) day of each month thereafter. A report on the results of these test, and the work required to bring them up to minimum safety standards, must be submitted to the Library Property Manager within the first month of the contract period.

Form ELESPPC91-3 must be completed by the successful contractor in accordance with these specifications after completing these tests.

Overhead and pit clearance test results should be listed on Form ELESPPC91-1. These tests should comply with National Elevator Safety Code (ANSI A17.1-1984), including revisions.

Section 3.8 Vandalism

The misuse by vandalism will not be accepted as extra cost to the Parish. Vandalism shall be defined as the intent to destroy by the use of an instrument with potential for destruction.

Section 3.9 Exclusions

The following items of equipment are not included in this contract:

- A. Elevator cabs.
- B. Power switches and feeders to all controllers.
- C. Shaftway enclosures.
- D. Shaftway doors, frames, sills, and cab door.
- E. Under ground piping.

Section 3.10 Record Keeping

The contractor shall maintain a complete, orderly, and chronological file, including drawings, parts list, specifications, and copies of all prepared reports. A record of all callbacks and repairs must be kept by the contractor, indicating any difficulties experienced and the corrective measures taken to eliminate these difficulties. A copy of all routine maintenance reports and trouble calls must be forwarded to the Jefferson Parish Library Property Manager on a monthly basis. The reports, or trouble calls, must be verified and signed by a person designated by the Jefferson Parish Library Department. The parish designee must be given, and will retain, a copy of these reports.

Section 3.11 Accident Prevention

Pre-caution shall be exercised at all times for the protection of persons and property. Safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. The contractor shall also comply with Applicable requirements of the Occupational Safety and Health Act of 1970 and the latest revisions thereto.

Section 4.0 Qualifications of Bidders (To be included with bid package)

The bidder must supply a list of elevators currently under contract duplicating in type (duplicate controller designation), complexity, manufacture, control, and technology as those called for under these specifications.

Bidders shall presently have and own all recognized test equipment necessary to service and maintain the specified hydraulic elevator and shall have current experience with this particular type of equipment. The apparent low bidder must provide proof of ownership of test equipment to a representative of the Jefferson Parish Library Department within seven (7) days after the bid opening or your bid will be disqualified.

All bidders shall be required to provide proof of their capabilities and competency to perform the work specified in this proposal, due to the critical nature of the work involved. Bidders shall be familiar and experienced with, and regularly engaged in the maintenance, installation, repairs, and servicing of the elevators covered in this proposal. Bidders shall be required to provide proof of currently having under contract, and for three (3) preceding years, an amount of equipment equal to at least five (5) times the amount of the equipment upon which he is bidding under the terms as stated in these specifications.

The apparent low bidder must submit all proof required and financial reports required to a representative of the Library Department within seven (7) days of the opening date or your bid will be disqualified.

Section 4.1 Contract Award

The Jefferson Parish Library Department will consider the following elements in making a recommendation:

- A. Whether the bidder is a contractor with experience in the type of work involved with elevators and vertical transportation.
- B. Whether the bidder has adequate plant, equipment, vehicles, and personnel to perform the work properly, and expeditiously.
- C. Whether the bidder has a suitable financial status and reputation for the kind of work specified.
- D. Whether the bid price is reasonable and equitable in relation to the need of the Parish and the extent of work involved.

Section 4.2 Permits and Licenses

The contractor shall obtain any and all permits required by Jefferson Parish Department of Inspection and Code Enforcement, the State of Louisiana, and/or Federal Jurisdictions. The Contractor shall be responsible of the payment of these permits. The Contractor shall conform to regulations of all public agencies, including the specific requirements of the City, Parish, State, and Federal Jurisdictions. All permits must be obtained prior to the start of the contractual service. The contractor shall obtain and keep current all licenses, and permits required by the Parish, State, and Federal Jurisdictions, including the Jefferson Parish Department of Inspection and Code.

Section 5.0 Security – Limited Access

The work for this project is located at a Jefferson Parish Library Building and access to and from the site will be safe guarded as such. All contractors personnel working on this contract shall possess an identification badge with photograph, the company name, and the name of the

individual. Each identification badge shall be worn in a conspicuous area of the employees shirtfront, left side.

The employees of the contractors may use the public restroom facilities for personal use only, provided they help maintain cleanliness. The cleaning of tools in the lavatories or any misuse of any kind in the restroom facilities will not be tolerated. Any damages incurred by contractor personnel shall remain the sole responsibility of the contractor.

Section 5.1 Cleaning and Safety

Job sites must be kept clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Inflammable material must be removed from the job site daily, storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare and safety of the general public, employees of Jefferson Parish, and Parish officials.

Section 6.0 Liquidated Damages

If the contractor fails to report with a qualified serviceman for a period in excess of two (2) hours from the time of the call for services, it is mutually agreed that the Parish may withhold, as liquidated damage for each one (1) hour period, including the initial period thereof, the sum of \$50.00 from the succeeding months billing, for each failure to report in a timely manner to a request for service. Further, it is mutually agreed that this sum is indicated, or is elected as a liquidated damage because of the impossibilities of determining the amount of actual damages the Parish may suffer as a result of the contractors failure to comply with this provision.

If an elevator remains out of service for a period in excess of forty-eight (48) hours due to neglect or failure to comply with the provisions of these specifications, it is mutually agreed that the Parish may withhold, as liquidated damage for each twenty-four (24) hour period, including the initial period thereof, the sum of \$100.00 from the succeeding months billing for each failure to return the elevator to service in a timely manner. Further, it is mutually agreed that this sum is indicated, or is selected as liquidated damages, because of the impossibilities of determining the amount of actual damages the Parish may suffer as a result of the contractors failure to comply with this provision.

Section 7.0 Cancellation Clause:

The Parish of Jefferson reserves the right to cancel the equipment maintenance contract at any time and for any reason by issuing a thirty (30) day written notice to the contractor, should the contractor fail to fulfill his responsibility as set forth in these specifications. The Jefferson Parish Library Department shall be the sole judge of the contractor performance or non-performance.

Section 7.1 Funding

Funds for payment of this Contract have been provided through the budget of the Library Department approved by the Parish council for the fiscal year and for the duration of this contractor only. In the event the Department has unanticipated needs and/or events which may prevent such payment against the contract, a written notice of intent to discontinue contract

services will be sent to the contractor. The contract will become null and void, thirty (30) days after written notice to discontinue.

Section 8.0 End of Contract Check List

At the completion of the contract period, all repairs and maintenance to the elevators specified in this proposal must be completed in accordance with the terms set forth in these specifications, and a check list of all completed repairs and maintenance must be submitted to the Library Property Manager for approval.

Also, coinciding with the consummation of the original contract period stipulated in these specifications shall revert to the original manufacturers warranty period unless the new contract is awarded to the same vendor.

All incomplete work will be noted on a checklist and submitted to the Library Property Manager. All incomplete work listed on this checklist, and any other repairs or maintenance deemed incomplete by the Library Property Manager must be performed and accomplished within a maximum of three (3) weeks after the duration of the contract period.

It is mutually agreed by the Parish and the successful bidder that he will complete the work noted by the Library Department but related only to the contract period specified in this bid.

Section 8.1 Warranty

Upon successful completion of the project and acceptance and after all post installation procedures have been completed, the contractor shall furnish the owner with a one (1) year warranty, provided by the contractor, which will include all labor and materials in the guarantee, included extended warranties that may be provided by the equipment manufacturer. The Contractor will immediately provide to the Department, all Manufacturers and Contractors printed recommendations for the proper maintenance of this system, including inspection frequencies, temporary repairs, and call-out procedures.

Section 8.2 Guaranty

The contractor shall guaranty for a period of one (1) year from the date of installation or performance, all materials, and/or labor provided. The contractor shall also guaranty that he will hold the Parish harmless from any damage arising from faulty workmanship or materials performed and/or installed with the duration of this contract.

At the termination of this contract, the Parish shall retain all blueprints, wiring, diagrams, warranties, and any other pertinent data that may have been furnished by the Parish, the contractor, or the maintenance company.

Section 9.0 Payments

Invoice must contain the following information – The facility/site (one invoice per facility/site). Do not combine invoices and facilities/sites.

Upon completion of any services, inspections, or repairs, the technician shall leave with the Department representative a detailed service ticket including the following:

1. The name of the facility.
2. The make, model, and serial number of the unit serviced.
3. A description of the work performed and the dates that the work was performed.
4. Signature of the Department representative and the service technician.
5. Itemized list of all parts and materials used, including manufacturers part numbers and quantities of each.
6. Number of labor hours on site, and ticket should include arrival time and departure time.

Section 9.1 Copy of Work Ticket with Invoices

A copy of each maintenance report shall be provided with invoices. The report MUST show all pieces of equipment serviced on each visit, and what procedures were completed at the visit. When all tasks are completed, it must be signed by the Library representative, a copy left with the location, and a copy sent to the Library Property Manager.

Section 10.0 Termination Process

Termination for Convenience

The Department may terminate this contract, in whole or part, without showing cause by giving written notice to contractor stating when the termination shall become effective. Termination for convenience will in no circumstances be a period of thirty (30) days, from written notice. The Department shall pay all reasonable cost incurred by the contractor up to the date of termination. The contractor will not be reimbursed for any anticipatory profits that have not been earned to the date of termination.

Termination for Default

When the contractor has not performed or has unsatisfactorily performed the Elevator Maintenance as specified in the Contract and within the Standards and Trade or is not satisfactory with the Department, payment shall be withheld at the discretion of the Administration. The contractor may appeal, and shall be granted an opportunity for conference, with the Departments representative.

A written notice of complaint will be sent to the contractor indicating the specified buildings, the equipment, the fault, and degree of dissatisfaction. The contractor will have ten (10) days to correct the discrepancies, however depending on fault – may require immediate response and/or mechanical correction. At the end of the following thirty (30) days, if dissatisfaction still exists in any form, the Department will have the right to notify the contractor in writing that the Contract is effectively null and void.

Substandard and/or questionable workmanship and/or improper repair techniques will be reason for non-payment and cancellation of remaining portion of contract and for possible damage to equipment through negligence. The Department reserves the right to inspect and determine if

repairs are questionable, and reserves the right for consultation and inspection with the contractor at the site. However, serious breaches and circumstances may create immediate termination of contract. Failure on the part of the contractor to fulfill contractual obligations shall be considered just cause for termination of the Contract and the Contractor is not entitled to any cost incurred by the Contractor after written requested date of termination of contractual services.

Section 11.0 Performance Bond

A 100% performance bond will be required. Bidders must submit proof of currently having a Bonding Agency. If the successful bidder does not provide a performance bond within thirty (30) days from bid award notification, his/her bid will be disqualified and the project will be awarded to the next or subsequent successful bidder.

Section 12.0 Hold Harmless

The contractor agrees to hold harmless, defend and indemnify the Parish of Jefferson, the Jefferson Parish Council, the Director, and all Jefferson Parish employees against any and all losses, claims, and demands, cause of action or suits of whatever type of nature, including attorneys fees and court costs, arising from or connected with the negligence of the contractor, its agents, or employees.

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED. THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD
OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

INSURANCE REQUIREMENTS

All insurance requirements shall conform to Jefferson Parish Resolution No. 105529 dated 05/17/06

The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and Resolution No. 105529.

WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible be borne by the contractor.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS REQUIRE THE FOLLOWING:

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.